

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

SUPERCEDES BID #350 DATED APRIL 26, 2004

Date: 5/27/2004

Bid No.: 424

Date of Bid Opening: 6/14/2004

Time of Bid Opening: 1:30

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: ALAN HOFMANN, PURCHASING AGENT/kc
TEL. NO: (603) 271-2550 - FAX No. (603) 271-2700

CONTRACT FOR: ASBESTOS CONTAINING MATERIAL (ACM) TESTING AND MONITORING SERVICES

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

Bids. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company

Name: _____

Address: _____

Tel.#:(local) _____ **(Toll free)** _____

Fax#: _____ **(EMAIL)** _____

Authorized Signature: _____

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR A CONTRACT FOR:
ASBESTOS CONTAINING MATERIAL (ACM) TESTING AND MONITORING SERVICES

PURPOSE:

The purpose of this bid invitation is to establish a contract for *ACM TESTING AND MONITORING SERVICES* to be ordered by the State of New Hampshire agencies, institutions, political sub-divisions and authorized non-profit organizations as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the Federal Internal Revenue Code, shall be eligible to participate under this contract whenever said sub-division or nonprofit agency so desires.

CONTRACT TERM:

The contract shall become effective upon execution by the Vendor and the approval of the Commissioner of the NH Department of Administrative Services. Initial contract period shall **begin upon notification of award** and shall extend through **JUNE 1, 2006**. Contract terms may be extended in one-year increments upon the recommendation and approval of DAS, not to extend beyond **JUNE 1, 2009**. The State of New Hampshire shall have the right to terminate any contract at any time by giving the vendor a thirty-(30) day written notice.

BID PRICES:

The prices bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bid prices should be government and/or educationally discounted prices.

ABILITY TO PROVIDE:

Successful bidder must be capable of providing each State of New Hampshire agency, institution, political sub-divisions and authorized non-profit organizations with their entire requirements of ACM TESTING AND MONITORING SERVICES without any delay or substitution.

AUDITS AND ACCOUNTING:

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the Terms and Conditions of this bid invitation, determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all services provided by each agency, institution, political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The hours indicated in the "offer" section of this bid invitation is an estimate only for bid award calculations.

These hours are indicated for informational purposes only and shall not be considered minimum or guaranteed hours, nor shall they be considered maximum hours.

VENDOR CERTIFICATIONS:

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION

Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):
<http://www.admin.state.nh.us/purchasing>

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION

person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

INSURANCE AND WORKER'S COMPENSATION:

The successful bidder shall furnish to the State appointed Project Supervisor, prior to the start of any work, insurance certificates for comprehensive general liability, automotive liability and worker's compensation in accordance ATTACHMENT A

Please note ATTACHMENT A – STATE OF NEW HAMPSHIRE INSURANCE REQUIREMENTS
NOTE THE REQUIREMENTS MARKED WITH AN "X"

INVOICING:

Invoicing shall be done on the basis of each order completed. Invoices shall clearly indicate the quantity, description, date of services provided, contract number and contract price.

TERMS:

Net 30 days after completion of work and reports

CONTRACT AWARD:

VENDORS MUST SUBMIT PRICING ON ALL ITEMS LISTED IN OFFER SECTION - PARTIAL BIDS WILL NOT BE ACCEPTED

IF AN ITEM IS NO CHARGE TO THE STATE OF NEW HAMPSHIRE, THE VENDOR SHALL ENTER \$0.00 IN THE OFFER.

The award of the contract shall be based upon the low total net for each listing of the NINE (9) COUNTIES as listed for ACM TESTING AND MONITORING SERVICES indicated in the "offer" section of this bid invitation.

Additional awards may be awarded if deemed in the best interest of the State of New Hampshire.

CONTRACT AGREEMENT:

The successful bidder will be required to fill out and return Form Number P-37, FORM A – AGREEMENT/GENERAL PROVISIONS AND UNIFORM CONTRACT TERMS.

OFFER:

Bidder hereby offers to furnish ACM TESTING AND MONITORING SERVICES to State of New Hampshire agencies, institutions, political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

GENERAL –The State of New Hampshire will authorize a Work Order Authorization (WOA) for an asbestos survey to be conducted at a State facility. The survey will be provided at a state facility in the respective counties. The services provided will include the following items:

1.1 SCOPE OF WORK

A. The contractor shall perform the following:

1. The contractor shall furnish all labor, supervision, material, equipment, insurances, permits, construction tools, and equipment necessary to perform an inspection of state-owned buildings for suspect asbestos containing materials (ACM).
2. The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector.
3. Work Product: As a result of the inspections and sampling, an AHERA style report for each building surveyed shall be submitted. The report shall include: scope of survey, survey procedures and observations, analytical methods, summary of results for asbestos containing materials (ACM), estimated quantities and condition of ACM, marked up floor plans for the building showing where the samples were taken, chain of custody for the samples taken and test results on laboratory letterhead.

1.2 SUBMITTALS FOR REVIEW

- A. Submit schedule of inspections for review and approval by the State appointed Project Supervisor.
- B. Submit certifications of the inspectors and assessors to be utilized for the work of the project for review and approval of the by the State appointed Project Supervisor.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable BOCA Building, Electrical and Plumbing Codes, OSHA, EPA, NESHAPS and NHDES for regulations related to execution of the work governing material handling, safety procedures related to sampling and testing. Provide control methods appropriate for the work and in compliance with regulations for sampling of materials containing hazardous substances.
- B. Obtain required permits for testing and monitoring from local, State, and federal authorities as required by regulations.
- C. Do not close or obstruct egress width to any building or site exit.

1.4 SEQUENCING

- A. Remove only the amount of materials necessary for accomplishment of the survey work required under this contract.

1.5 SCHEDULING

- A. Perform work of this contract at times to be scheduled with the concurrence of the State appointed Project Supervisor
- B. Survey work in OCCUPIED AND UNOCCUPIED areas shall be arranged with the State appointed Project Supervisor. The Building Owners reserve the right to restrict the times at which the surveys may be performed.

1.6 PROJECT CONDITIONS

- A. Security: All of the contractor's employees, subcontractors, or other related personnel who will physically be required to work in the buildings may be required to provide their name and date of birth for a **security check**. The State appointed Project Supervisor shall approve all personnel.
- B. Damage to the work Site. Sampling for asbestos containing material shall be performed with minimal damage to the building, including, though not limited to: structural members, ceilings, walls, windows, conduits, louvers, stairs, pipes, duct work, insulation, light fixtures, pavements, sprinklers, heat and smoke sensors, and building grounds.
- C. The contractor is to make all efforts to limit the extent of damage to the sampled materials and stabilize sample locations with a filler compound where possible. Complete restoration and cosmetic touchup or repair is not with in the scope of work
- D. Conduct asbestos surveys to accommodate owner's occupancy requirements. Maintain building security during all hours of site occupancy. Utilize the site and building in the most efficient manner possible for execution of the work; allow for continuous occupancy and operations of the facility.

1.7 FINAL REPORT

- A. INTRODUCTION:
Narrative of the scope of work with description of the services that the contractor conducted.
Including a table of what was abated by location, material quantity and method of abatement.
- B. METHODOLOGY:
Description on how sampling was conducted.
- C. PROJECT OVERVIEW:
Brief narrative of chronological issues, that would include prepping, sensitive issues, regulatory visitors, failures of visual, achievement of schedule or delays, injuries, and correction of deficiencies.
- D. ANALYTICAL RESULTS:
Results of air sampling on laboratory letterhead with authorized signature.
- E. FIELD SHEETS:
Completed field data sheets, abatement check off lists and chronological detailed field notes.

ACM TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS

General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and the Department of Health and Human Services Licenses and Certification for Asbestos Professionals

The successful bidder will establish records of analytical proficiency in air sampling, analysis, bulk sampling and analysis as follows:

1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos: or
2. An analyst presently listed in the AIHA Asbestos Analysis Registry: or
3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose laboratory shows evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); or
4. The laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - Ahera List of Accreditation Polarized Light Microscopy Laboratories: and
5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an approved course of training such as McCrone Institute Bulk Analysis Course.

DESCRIPTION OF DUTIES, RESPONSIBILITIES AND GUIDELINES FOR ASBESTOS TESTING AND MONITORING PERSONNEL

1. INSPECTOR: DUTIES AND RESPONSIBILITIES

- a. Review previous facility documentation including laboratory sample results of Identified Hazardous Building Materials (i.e. ACM, Lead Based Paint, PCB's, Mercury Lamps and Switches).
- b. Perform visual inspection to identify, document or inventory materials suspected of containing asbestos.
- c. Collect bulk samples of Homogenous Materials to identify additional Asbestos Containing Building Materials (ACBM). Testing and monitoring personnel must perform destructive sampling to locate hidden materials. Testing and monitoring personnel will not be responsible for damage due to destructive sampling.
- d. Supply report on impact of Scope of Work (SOW). To include an estimate of the number of samples for asbestos to be collected during the survey and a cost for those samples in accordance with the submitted rate and turn around time (TAT) schedule.
- e. Evaluate conditions and accessibility of materials containing asbestos.
- f. Perform other duties as required.

INSPECTOR: GUIDELINES

1. A single Asbestos Inspector, Certified by the State of New Hampshire (provide certification number) shall be assigned to an individual project/work order unless otherwise approved in writing by the State appointed Project Supervisor.
2. Bulk sampling - The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector. Samples for analysis shall be performed via the Test-Til-Positive (TTP) method that includes the required amount of samples for compliance with AHERA, but allows the analyst the ability to stop the analysis of the remaining samples if the first sample of a group tests positive. The Inspector shall notify the State appointed Project Supervisor if TTP method is used.
3. Friable Materials, Non-friable materials, Multi-layer surfacing materials, Resilient flooring and Mastic shall be tested by the method that will provide the most accurate sample assessment.
4. Building Inspections - Provide building and facility inspections prior to renovation or demolition activities in accordance with OSHA, NESHAP and NH Asbestos Management and Control Rules, ENV-A 1800 requirements.

2. PROJECT MANAGER: DUTIES AND RESPONSIBILITIES

- a. Assist with duties within the scope of those for inspector
- b. Assist in assessing potential hazards of asbestos containing materials
- c. Assure and monitor abatement activities inside and outside regulated areas and perform final clearance
- d. Assist in Air sampling (PCM)
- e. Assist in conducting final air clearance monitoring prior to re-occupancy
- f. Develop abatement response actions, operations and maintenance plans
- g. Conduct post-abatement visual inspection
- h. Select and recommend abatement actions
- i. Perform other duties as required

PROJECT MANAGER: GUIDELINES

1. Able to communicate in English both orally and writing.
2. Complete base line air samples before work begins to document base line readings.
3. Complete air samples in surrounding areas to ensure that asbestos abatement activity is being done correctly and safely.
4. Chair and run design, construction (pre, during, post) meetings and when required, State employee information meetings. Prepare and distribute minutes of all meetings as well as interface with regulatory agencies, State appointed Project Supervisor, State Engineers, Management and Field Personnel.
5. Have the ability to read and understand construction documents.
6. Prepare for signature relevant forms or plans as required by regulatory agencies as well as internal State forms. Including scope of work documents.
7. Develop scope of work and prepare quotation/bid documents for the State of New Hampshire's approved asbestos abatement contractors.
8. Provide project supervision for the duration of the abatement.
9. Re-occupancy clearance sampling (PCM analysis) provides on-site analysis of each sample by Phase Contrast Microscopy to determine successful completion of abatement in accordance with Standard Clearance Criteria.
10. Re-occupancy clearance sampling (TEM analysis) provides laboratory analysis of each sample to determine successful completion of abatement in accordance with Standard Clearance Criteria. If TEM analysis cannot meet the re-occupancy criteria, no further remaining samples are to be conducted until the area has been re-cleaned by the contractor.
11. Immediately upon receipt of favorable re-occupancy clearance test results, the Project Manager shall submit in writing to the State appointed Project Supervisor documentation that states the area has successfully achieved the re-occupancy clearance requirements. A copy of the test results is to be attached to the documentation.

3. TECHNICAL ASSISTANT: DUTIES AND RESPONSIBILITIES

- a. Assist in the preparation of building asbestos inspection and final abatement compliance reports provided to the State appointed Project Supervisor
- b. Assist in submissions of contract, project status reports and schedule updates
- c. Assist Inspector, Project Manager, or Field Personnel

TECHNICAL ASSISTANT: GUIDELINES

1. Provide assistance in a technical supporting role with the individuals assigned to a specific contract, task or project requirements.
2. Assist at times when a second Field Person is necessary for safety or to comply with regulatory requirements.
3. Perform other duties as required.

5. LABORATORY

- a. Provide analytical services in the agreed turnaround time with the ability for 24 HOUR results.
- b. Provide report with results on laboratory letterhead and signed off by appropriate, responsible personnel.
- c. Provide report with copy of the "Chain Of Custody" with applicable data provided.
- d. Maintain all accreditations, State and jurisdiction licenser requirements.
- e. Provide evidence of accreditations as listed previously in this document.

SCHEDULE OF RATES:

PERSONNEL

ALL RATES WILL START WHEN PERSONNEL ARRIVES AT THE WORK SITE

ALL RATES WILL STOP WHEN PERSONNEL LEAVES THE WORK SITE

ALL RATES ARE INCLUSIVE RATES THAT INCLUDE LABOR, MILEAGE, PARKING, TOLLS TRANSPORTATION, LODGING, MEALS AND REPORT REPRODUCTION.

THE PERSONNEL SHALL BE REQUIRED TO BRING THE PROPER AND BASIC TOOLS APPLICABLE WHEN FIRST ARRIVING AT THE WORK SITE

THE PERSONNEL SHALL OBTAIN ANY SUPPLIES NEEDED TO COMPLETE THE JOB AT THE MOST EXPEDITIOUS AND COST EFFECTIVE MANNER

LABORATORY: AIR MONITORING SERVICES

PRICES SUBMITTED SHOULD BE FOR A UNIT PRICE OF ONE (1) SAMPLE IN EACH CATEGORY

ALL RATES ARE INCLUSIVE RATES THAT INCLUDE COLLECTION, PACKAGING, TRANSPORTATION, LABORATORY SERVICES (IF NECESSARY) AND RESULTS

BULK SAMPLING AND ANALYSIS SERVICES

PRICES SUBMITTED SHOULD BE FOR A UNIT PRICE OF ONE (1) SAMPLE IN EACH CATEGORY

ALL RATES ARE INCLUSIVE RATES THAT INCLUDE COLLECTION, PACKAGING, TRANSPORTATION, LABORATORY SERVICES (IF NECESSARY) AND RESULTS

COOS COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____

TOTAL FOR INSPECTOR \$ _____

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ _____

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____

TOTAL FOR TECHNICAL ASSISTANT: \$ _____

COOS COUNTY:

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____ /AIR SAMPLE PCM	SAME DAY	\$ _____ / air sample
ANALYTICAL LAB	(6-10)	\$ _____ /AIR SAMPLE PCM	24 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(11-20)	\$ _____ /AIR SAMPLE PCM	48 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(21+)	\$ _____ /AIR SAMPLE PCM	72 HOUR	\$ _____ / air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____ /AIR SAMPLE TEM	SAME DAY	\$ _____ / air sample
ANALYTICAL LAB	(6-10)	\$ _____ /AIR SAMPLE TEM	24 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(11-20)	\$ _____ /AIR SAMPLE TEM	48 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(21+)	\$ _____ /AIR SAMPLE TEM	72 HOUR	\$ _____ / air sample

COOS COUNTY: (continued)

BULK SAMPLING AND ANALYSIS SERVICES:

FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 - 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

	UNITS	UNIT COST
RIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED LESS THAN 12 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

	UNITS	UNIT COST
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED LESS THAN 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

	UNITS	UNIT COST
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 – 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

	UNITS	UNIT COST
NON-FRIABLE – FOR LAB ANALYSIS BY TRANSMISSION ELECTRON MICROSCOPY (TEM) TEM 198.4 OR TEM CHATFIELD ANALYSIS INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

GRAFTON COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

GRAFTON COUNTY

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____ /AIR SAMPLE PCM	SAME DAY	\$ _____ / air sample
ANALYTICAL LAB	(6-10)	\$ _____ /AIR SAMPLE PCM	24 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(11-20)	\$ _____ /AIR SAMPLE PCM	48 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(21+)	\$ _____ /AIR SAMPLE PCM	72 HOUR	\$ _____ / air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____ /AIR SAMPLE TEM	SAME DAY	\$ _____ / air sample
ANALYTICAL LAB	(6-10)	\$ _____ /AIR SAMPLE TEM	24 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(11-20)	\$ _____ /AIR SAMPLE TEM	48 HOUR	\$ _____ / air sample
ANALYTICAL LAB	(21+)	\$ _____ /AIR SAMPLE TEM	72 HOUR	\$ _____ / air sample

GRAFTON COUNTY: (continued)

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 - 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED LESS THAN 12 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED LESS THAN 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 – 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY TRANSMISSION ELECTRON MICROSCOPY (TEM) TEM 198.4 OR TEM CHATFIELD ANALYSIS INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

CARROLL COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

CARROLL COUNTY

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE PCM	72 HOUR	\$ _____	/ air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE TEM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE TEM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE TEM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE TEM	72 HOUR	\$ _____	/ air sample

CARROLL COUNTY: (continued)

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 - 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED LESS THAN 12 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED LESS THAN 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 – 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

NON-FRIABLE – FOR LAB ANALYSIS BY TRANSMISSION ELECTRON MICROSCOPY (TEM) TEM 198.4 OR TEM CHATFIELD ANALYSIS INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

BELKNAP COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

BELKNAP COUNTY

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE PCM	72 HOUR	\$ _____	/ air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE TEM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE TEM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE TEM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE TEM	72 HOUR	\$ _____	/ air sample

BELKNAP COUNTY: (continued)

BULK SAMPLING AND ANALYSIS SERVICES:	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 - 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED LESS THAN 12 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED LESS THAN 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 – 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY TRANSMISSION ELECTRON MICROSCOPY (TEM) TEM 198.4 OR TEM CHATFIELD ANALYSIS INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

MERRIMACK COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

MERRIMACK COUNTY

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE PCM	72 HOUR	\$ _____	/ air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE TEM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE TEM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE TEM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE TEM	72 HOUR	\$ _____	/ air sample

MERRIMACK COUNTY:

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
<hr/>		
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 - 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
<hr/>		
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED LESS THAN 12 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
<hr/>		
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
<hr/>		
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED LESS THAN 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
<hr/>		
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 – 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
<hr/>		
NON-FRIABLE – FOR LAB ANALYSIS BY TRANSMISSION ELECTRON MICROSCOPY (TEM) TEM 198.4 OR TEM CHATFIELD ANALYSIS INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

SULLIVAN COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

SULLIVAN COUNTY

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE PCM	72 HOUR	\$ _____	/ air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE TEM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE TEM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE TEM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE TEM	72 HOUR	\$ _____	/ air sample

SULLIVAN COUNTY:

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED 12 - 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED LESS THAN 12 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
NON-FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) PLM NOB 198.1 ANALYSIS COMPLETED LESS THAN 24 HOURS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
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	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

CHESHIRE COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

CHESHIRE COUNTY:

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE PCM	72 HOUR	\$ _____	/ air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

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ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE TEM	72 HOUR	\$ _____	/ air sample

CHESHIRE COUNTY: (continued)

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____
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	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

HILLSBORO COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

HILLSBORO COUNTY:

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(21+)	\$ _____	/AIR SAMPLE PCM	72 HOUR	\$ _____	/ air sample

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

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HILLSBORO COUNTY: (continued)

BULK SAMPLING AND ANALYSIS SERVICES:	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
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	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

ROCKINGHAM COUNTY:

INSPECTOR:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR INSPECTOR \$ _____			

PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

TECHNICAL ASSISTANT:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
9:00 AM – 5:00 PM, MONDAY THROUGH FRIDAY	50 HOURS	\$ _____	\$ _____
AFTER 5:00 PM, MONDAY THROUGH FRIDAY	100 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	300 HOURS	\$ _____	\$ _____
TOTAL FOR TECHNICAL ASSISTANT: \$ _____			

ROCKINGHAM COUNTY:

LABORATORY:

AIR MONITORING SERVICES: 5 DAYS

PREMIUM COST FOR EXPEDITED TURN AROUND TIME (TAT) ANALYSIS

ANALYTICAL LAB	(1-5)	\$ _____	/AIR SAMPLE PCM	SAME DAY	\$ _____	/ air sample
ANALYTICAL LAB	(6-10)	\$ _____	/AIR SAMPLE PCM	24 HOUR	\$ _____	/ air sample
ANALYTICAL LAB	(11-20)	\$ _____	/AIR SAMPLE PCM	48 HOUR	\$ _____	/ air sample
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ROCKINGHAM COUNTY:

BULK SAMPLING AND ANALYSIS SERVICES:

	UNITS	UNIT COST
FRIABLE – FOR LAB ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM) EPA 600/R-93-116 INCLUDING POINT COUNT ANALYSIS COMPLETED FIVE (5) DAYS FROM SAMPLE COLLECTION INCLUDES ALL COSTS SUCH AS POSTAGE, DELIVERY AND COURIER	1-5	\$ _____
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	6-10	\$ _____
	11-20	\$ _____
	20 +	\$ _____

**STATE OF NEW HAMPSHIRE
INSURANCE REQUIREMENTS**

COVERAGE IS REQUIRED IF CHECKED BELOW MINIMUM LIMITS REQUIRED

**COMPREHENSIVE GENERAL LIABILITY
INCLUDING:**

- () \$500,000.00
 () \$1,000,000.00
☒ \$2,000,000.00
 () Other: _____
☒ Per Occurrence

1. () Fire Legal Liability
2. ☒ Broad Form Property Damage
3. ☒ Premises Operation
4. ☒ Products and Completed Operations
5. ☒ Owners and Contractors Protective
6. () Explosion and Collapse
7. () Underground Hazards
8. ☒ Independent Contractors
9. () Personal and Advertising Injury

AUTOMOBILE

10. ☒ Any Auto () \$250,000/\$500,000/\$100,000
11. () Employee Liability Endorsement () \$500,000/\$1,000,000/\$100,000
12. () Garage Liability ☒ \$1,000,000

**13. ☒ WORKERS COMPENSATION AND
EMPLOYERS LEGAL LIABILITY**

- ☒ N.H. Statutory
☒ \$100,000 Bodily Injury by
 accident per employee
 () \$100,000 Bodily Injury by
 disease per employee
 () \$500,000 Bodily Injury by
 disease policy limit

14. () Professional Liability () \$1,000,000.00
 () \$2,000,000.00

15. () Builders Risk; With Completed Value,
Replacement Cost Endorsement

MINIMUM LIMITS REQUIRED

16. () Installation Floater (Equipment) _____

17. () Riggers Liability (Moving Equipment) _____

18. ☒ Other: The State Of New Hampshire
named as an additional insured

FORM A - UNIFORM CONTRACT TERMS

This form contract, which is to be completed by incorporating the service requirements and price conditions established by the vendor's proposal, shall be promptly executed by the **successful vendor** and the State **following notification of award**. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

Failure to include Form A in the proposal may result in the rejection of the bid.

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By: _____		Director, On: _____	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By: _____		Assistant Attorney General, On: _____	
1.18 Approval by the Governor and Council			
By: _____		On: _____	
<p>2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").</p>			
<p>3. EFFECTIVE DATE: COMPLETION OF SERVICES.</p> <p>3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").</p> <p>3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.</p>			
<p>4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.</p>			

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

8.2.5 Information Technology Contracts. The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

(a) death, bodily injury or damage to real or personal property.

(b) misappropriation or infringement of any intellectual property including but not limited to any U.S. patent or copyright or any unauthorized use of any trade secret; (c) losses accruing to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;

(d) personal injury;

(e) disclosure of confidential information; or

(f) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify this provision for a particular project and any language modifying this provision shall appear in the Request for Proposal.

reserved to the State. This covenant shall survive the termination of this Agreement.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby